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DEED OF CONVEYANCE DATED 27th JANUARY, 2010

LAND AREA -- 16.125 DECIMAL

MOUZA - MAHISHBATHAN

POLICE STATION -- BIDHANNAGAR (EAST)

DISTRICT - 24 PARGANAS (NORTH)

DEED VALUE - RS.29,66,666/-

Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

Signature of Addl. District Sub-Registrar, Bidhan Nagar (Salt Lake City)

29 JAN 2010

0108 KAC 75

No. 236 Dt. 22.1.10
Value of N. J. Stamp Rs. 50/-
Name of Purchaser SPONDON ENCLAVE PVT LTD.
Address 12C, Choudhury Road, W-20

H. Mukherjee
H. MUKHERJEE

Stamp Vendor S.R.O. Budget Buder

Radhe Shyam Pancharia
(RADHE SHYAM PANCHARIA)
v.l.
459



SPONDON ENCLAVE PVT LTD.
Radhe Shyam Pancharia
(Authorized Signatory)



BALAJI RETAILERS PVT LTD.
S. Anand
Director/Authorized Signatory



Additional District Sub-Registrar
Bidhan Nagar (Salt Lake City)

27 JAN 2010

IDENTIFIED BY ME:-
Aditya

PS-MB-002

THIS INDENTURE OF CONVEYANCE made this the 27th day of January 2010 [**TWO THOUSAND TEN**]

B-E-T-W-E-E-N

[1] **KUSUM MUNDRA** wife of Shyam Sunder Mundra, Indian Citizen, by faith - Hindu, residing at CF-300, Salt Lake City, Kolkata - 700 064,

[2] **ANAND AGARWAL**, son of Kunjalal Agarwal, Indian Citizen, by faith - Hindu, residing at 4E, Block - I, Bhavani Complex, Ghoshpara, Kestopur, Dist.: North 24 Parganas and

PAN NO - AFWPA42539.
[3] **KISHAN PUROHIT**, son of Late Jamuna Das Purohit, Indian Citizen, by faith - Hindu, residing at 66, Pathuriaghat Street, Kolkata - 700 007, hereinafter called and referred to as the **VENDORS** [which term or expression shall unless excluded by or repugnant to the

PAN NO - AEXPP9454J.
subject or context be deemed to mean and include their and each of their respective heirs, successors, executors, administrators, legal representatives, nominees, and/or assigns] of the **ONE PART**;

AND

[1] **SPANDAN ENCLAVE PRIVATE LIMITED**, [Income Tax PAN NO. AADCS6445D] a Private Limited Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 12C, Pandit Madan Mohan Malaviya Sarani [formerly Chakraberia Road North] Kolkata - 700020, represented by its Authorised Signatory Radhe Shyam Pancharia, son of Late Bhanwar Lal Pancharia working for gain at 83 Topsia Road (South), Kolkata - 700046 and

[2] **BALAJI RETAILERS PRIVATE LIMITED**, [Income Tax PAN NO. AACCB3792K] a Limited Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 10/4B, Lala Lajpat Rai Sarani [formerly Elgin Road], Police Station - Bhowanipore, Kolkata - 700 020, represented by its Authorised Signatory Sunil Kumar Agarwal son of Mahabir Prasad Agarwal working for gain at 36/1A, Lala Lajpat Rai Sarani [formerly 36/1A, Elgin Road], Police Station - Bhowanipore, Kolkata - 700 020, hereinafter called and referred to as the **PURCHASERS** (which terms and expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successor or successors-in-interest / office and/or assigns) of the **OTHER PART**;

W-H-E-R-E-A-S:

- A. In this Deed the said **KUSUM MUNDRA** is referred to as the Vendor No.1, the said **ANAND AGARWAL** is referred to as the Vendor No.2 and the said **KISHAN PUROHIT** is referred to as the Vendor No.3 and the Vendor Nos. 1 to 3 are collectively referred to as the **VENDORS**;
- B. The Vendors are presently the joint and absolute owners of ALL THAT piece or parcel of Bastu land measuring **16.125** [sixteen point one

Anand Agarwal
Kishan Purohit



N^o 465

Kusum mundhra.



N^o 466

Anand Agarwal



N^o 467

Kishan Burohit

Aditya Mundhra
IDENTIFIED BY ME! -

ADITYA MUNDHRA
S/o Shyam Sunder Mundhra
CF-300CF Saltlake
Kal - 64
Business



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Bidhan Nagar (Salt Lake City)

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two five] Decimal, be the same a little more or less, having 'Rayati' rights therein comprised in part or portion of **R. S. Dag No. 486** and appertaining to L. R. Khatian No. 1088, 1089 and 1090 **TOGETHER WITH** two RT Shed measuring in aggregate 400 Square Feet, in **Mouza - Mahishbathan**, J.L. No. 18, Police Station Bidhannagar [East], within the limits of Bidhannagar Municipality, Additional District Sub-Registration Office, Bidhannagar and District Registration Office at Barasat, 24 Parganas (North), hereinafter called and referred to as the said **LAND** (more fully and particularly mentioned and described the **FIRST SCHEDULE** hereunder written);

- C. The Vendors have agreed to sell and transfer the entirety of their respective right title interest into or upon the respective plots belonging to each one of them and forming part of the said Land and the Purchasers have agreed to purchase and acquire the said Land and/or the entirety of the respective right title interest of each of the Vendors into or upon the said Land free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever for the consideration and on the terms and conditions hereinafter appearing with the intent and object that the Purchasers shall be entitled to undertake integrated development of the said Land together with contiguous property either by themselves or in conjunction with the owners of the other adjacent plots of land;
- D. The abstract on title whereby the Vendors have acquired their title of the said Land will appear from the **SECOND SCHEDULE** hereunder written;
- E. At or before execution of these presents the **Vendors** and each one of them have assured and covenanted with the Purchasers as follows:
- J.1 THAT the Vendors have purchased and acquired the said **Land** in the manner as would appear from the abstract on title (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written);
- J.2 THAT the said **LAND** is free from ail encumbrances including but **NOT** limited to charges, liens, lis-pendens, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, exchange, trusts, Bargadars (Sharecroppers),



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Bhagchasi, adverse possession, wakfs; debutter or any type of encumbrance whatsoever or howsoever;

- J.3 THAT the **Vendors** hold free and marketable title in respect of the said **LAND**;
- J.4 THAT save and except the **Vendors** nobody has any right, title and interest of any nature whatsoever and howsoever in the said **LAND**;
- J.5 THAT the **Vendors** [or **Vendors'** predecessor-in-interest] exercised their respective options to retain the said **LAND** by submission of Form 'B' under the West Bengal Estates Acquisition Act, 1953 **OR** the said **Land** described in the **1st Schedule** hereunder written stands retained by the then raiyat not having agricultural land beyond the ceiling of the predecessor-in-interest as the case may be;
- J.6 THAT the said **LAND** described in the **FIRST SCHEDULE** hereunder written has been recorded in the finally published khanda-khatian of the each of the Vendors respectively [or **Vendors'** predecessor-in-interest] as the case may be;
- J.7 THAT none of the **Vendors** are members of Scheduled Tribe and hence none of them are required to obtain previous permission in writing from the Revenue Officer under Section 14C of West Bengal Land Reforms Act, for transfer of the said **LAND**;
- J.8 THAT none of the **Vendors** have entered into any Agreement for Sale or lease or transfer in respect of their respective plots nor have created any interest of any third party;
- J.9 THAT the **Vendors** are and their predecessors-in-title were in uninterrupted and/or undisputed Khas possession of the respective plots owned by each one of them without any right or any claim whatsoever of any third party;
- J.10 THAT all rates, charges, taxes, cess and all other-outgoings levied, charged or imposed by any public body or authority including Gram Panchayat/Municipality in respect of the said **LAND** has been duly paid till date by each of the Vendors in respect of their:

respective plots and no amount is due and payable and in the event of there being any outstanding it shall be the obligation and responsibility of the concerned Vendor to make payment of such outstanding amount in respect of its plot of land forthwith on demand without any demur. The **Vendors** also agree to pay all such outgoings which may be levied with retrospective effect in future by the authorities in respect of their respective plots;

- J.11 THAT the said **LAND** or any part or portion thereof is not subject to any notice of acquisition or requisition none of the **Vendors** have been served with any notice of acquisition or requisition under the Land Acquisition Act or under any notification, rules, and regulation whatsoever nor the same is subject to any attachment under the Public Demand Recovery Act, Income Tax, or any other law for the time being in force;
- J.12 THAT there is no Bargadar and/or Bhagchasi [be it recorded in the R.O.R. or not] into or upon the said **LAND** or any part or portion thereof;
- J.13 THAT none of the **Vendors** (or their respective predecessor-in-interest) nor any body claiming from or under any one of them have or has granted any right of way or easement or license or created any other type of right or rights whatsoever and howsoever to or in favour of any person or persons, company or corporation in respect of their respective plots or any part of portion thereof nor such right has become effective by prescription or otherwise, howsoever and that the owners or occupiers of the adjoining lands or the public do not use or have any lawful access to any part of the said **LAND** for passing and re-passing between any points within the said **Land** or for water line, drainage line, or for any other purpose whatsoever;
- J.14 THAT no part or portion of the said **LAND** can be deemed to be vacant land within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976 and liable to be surrendered / acquired thereunder;
- J.15 THAT the said **LAND** nor any part or portion thereof is subject to any proceedings under any law for the time being in force. There is no decree, attachment or any other order of any court or authority



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operating against any of the **Vendors** or the said **LAND** or part or portion thereof, which has the effect of prevailing or restraining any of the **Vendors** in dealing with and/or disposing of its plot which can prejudicially affect the title to the same;

- J.16 THAT the **Vendors** are in possession, power or control of the documents of title pertaining to their respective plots of land and further confirm that no document of title has been delivered, deposited or handed over by the any of the Vendors or any of their respective predecessors-in-title to any person whomsoever with a view to creating security, charge or lien thereon;
- J.17 THAT the **Vendors** and each one of them have agreed to indemnify and keep indemnified the **Purchasers** against any loss, damage (immediate, remote or consequential) action, claim, suit, proceedings, cost charges and expenses in respect of any thing and everything stated herein and as regards any hidden defect in title of any of the **Vendors** of any nature whatsoever and each of the **Vendors** shall be liable and responsible for discharge of the indemnity;
- J.18 THAT each of the **Vendors** are now lawfully seized and possessed of or otherwise well and sufficiently to their respective plots forming part of the said **LAND** (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written;
- J.19 THAT each of the **Vendors** is fully competent to sell and transfer their respective plots of Land unto and in favour of the **Purchasers**;
- J.20 THAT there is no legal bar or impediment under the provisions of any law or rule framed thereunder for the time being in force restraining any of the Vendors in effecting sale and transfer of their respective plots in favour of **the Purchasers**;
- F. The Purchasers have agreed to purchase and acquire the said **LAND** and/or the respective right title interest of each of the Vendors into or upon the said **LAND** relying on the aforesaid representations of the Vendors and believing the same to be true, at and for a consideration of **Rs.29,66,666/- (Rupees Twenty Nine Lacs Sixty Six Thousand Six**

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Hundred Sixty Six only) (hereinafter referred to as the **CONSIDERATION AMOUNT**) and subject to the terms and conditions hereinafter appearing;

G. The parties are desirous of recording the same in writing;

NOW THIS INDENTURE OF CONVEYANCE WITNESSETH as follows:

I. THAT in consideration of the said Agreement and in further consideration of a sum of **Rs.29,66,666/- (Rupees Twenty Nine Lacs Sixty Six Thousand Six Hundred Sixty Six only)** of the lawful money of the Union of India well and truly paid by the **Purchasers** to the **Vendors** at or before the execution of these presents (the receipt whereof the **Vendors** doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release exonerate and discharge the **Purchasers** and the said **Land** more fully described in the **First Schedule** hereunder written and hereby intended to be sold transferred and conveyed) the **Vendors** doth hereby indefeasibly grant sell transfer convey assign and assure unto and to the **Purchasers** ALL THAT piece or parcel of Bastu land measuring 16.125 [**sixteen point one two five**] **Decimal**, be the same a little more or less, having 'Rayati' rights therein comprised in part or portion of **R. S. Dag No. 486** and appertaining to L. R. Khatian No. 1088, 1089 and 1090 **TOGETHER WITH** two RT Shed measuring in aggregate 400 Square Feet, in **Mouza - Mahishbathan**, J.L. No. 18, Police Station Bidhannagar [East], within the limits of Bidhannagar Municipality, Additional District Sub-Registration Office, Bidhannagar and District Registration Office at Barasat, 24 Parganas (North), (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written) **OR HOWSOEVER OTHERWISE** the said **Land** or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished **TOGETHER WITH** all structures, sheds, corrections, yards, courtyards, areas, trees, bushes, crops, sewers, drain, ways, water courses, ditches, fences, paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever howsoever thereto or any part or portion thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto **AND** the reversion or reversions remainder or



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remainders and the rents issues and profits of the said **LAND** and every part or portion thereof **AND** all the legal incidences thereof **AND** all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of each of the Vendors into or upon and in respect of the said **LAND** or any and every part thereof herein comprised and hereby sold granted and transferred **TOGETHER WITH** all deeds pattas muniments and evidences of title which are anyways exclusively relates to or concerns the said **LAND** or any part or portion thereof which now are or hereinafter shall or may be in the custody power possession or control of the **Vendors** or any person or persons from whom the **Vendors** can or may procure the same without any action or suit at law or in equity;

II. **TO HAVE AND TO HOLD** the said **LAND** hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the **Purchasers** absolutely and forever free from all encumbrances including but **NOT** limited to charges, liens, lis-pendens, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, exchange, trusts, Bargadars (Sharecroppers), Bhagchasi, adverse possession, debutter or any type of encumbrance whatsoever or howsoever;

III. **AND THE VENDORS AND EACH ONE OF THEM DO HEREBY COVENANT WITH THE PURCHASERS AND EACH ONE OF THEM** as follows:

- a. **THAT NOTWITHSTANDING** any act, deed matter or thing whatsoever by the **Vendors** done or executed or knowingly suffered to the contrary each of the **Vendors** is now absolutely seized and possessed of and/or otherwise well and sufficiently entitled their respective plots forming part of the said **LAND** together with all the structures and appurtenances thereto hereby sold, granted, conveyed, transferred, assigned and intended so to be and every part or portion thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or to make void the same;
- b. **THAT NOTWITHSTANDING** any act, deed or thing or committed by the **Vendors** or any of their/his/her ancestors or predecessors-in-title the **Vendors** and each one of them have good right full power and absolute



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authority to sell, grant, convey, transfer, assign and assure the said **LAND** and the rights properties appurtenances hereditament and premises hereby sold transferred and conveyed unto the **Purchasers** in the manner aforesaid;

- c. **THAT NOTWITHSTANDING** anything contained herein, the said **LAND** shall always be put to use for such purposes as the **Purchasers** deems fit and proper in accordance with law;
- d. **AND THAT** the said **LAND** together with structures appurtenant thereto hereby sold, granted and conveyed or expressed so to be is now free from all encumbrances including but **NOT** limited to charges, liens, lis-pendens, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, exchange, trusts, Bargadars (Sharecroppers), Bhagchasi, adverse possession, debutter or any type of encumbrance whatsoever or howsoever made or suffered by the **Vendors** or any persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the **Vendors** in the said **LAND** together with structures appurtenant thereto hereby sold in the manner aforesaid.
- e. **AND THAT** the **Purchasers** shall and may at all times hereafter peacefully and quietly hold possess and enjoy the same and every part thereof and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the **Vendors** or any person or persons lawfully claiming through from under or in law or trust for the **Vendors** or any of his/her/their ancestors or predecessors-in-title.
- f. **AND FURTHER THAT** the **Vendors** and all persons having lawfully or equitably claiming any estate, right, title, interest, use, trust, property, claim and demand whatsoever and howsoever into, upon and in respect of the said **LAND** together with structures appurtenant thereto hereditament and premises or any part or portion thereof through under or in trust for the **Vendors** or any of his/her/their ancestors or predecessors-in-title shall and will from time to time and at all times hereafter at the request cost and expenses of the **Purchasers** makes, does, executes and perfect or cause to be made, done executed and perfected all such further and absolutely assuring, conveying and



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confirming the said **LAND** unto and to the use and benefit of the said **Purchasers** forever in the manner as aforesaid, as the said **Purchasers** shall or may reasonably require **AND FURTHER MORE THAT** the **Vendors** shall at all times hereafter indemnify and keep indemnified the **Purchasers** against losses, damages, costs, charges and expenses, if any, suffered by reason of any defect in title of the **Vendors** or any breach of the covenants hereunder contained;

- g. **AND ALSO** the **Vendors** had not at any time done or executed or knowingly suffered or been part to any act deed or things whereby and where under the said **LAND** together with structures appurtenant thereto hereby sold, granted, transferred and conveyed or expressed or so to be or any part or portion thereof is or may be impeached or encumbered or affected in title or otherwise.
- h. **AND THAT** the **Vendors** shall and will make and affirm such affidavit or affidavits and sign all papers and documents as necessary for the purpose of effecting mutation of the Purchaser's name in the records of Block Land & Land Revenue Officer and/or Collectorate of Alipore and/or also with such other statutory body or bodies.
- i. **AND** the **Vendors** doth hereby further covenant and assure the **Purchasers** that he/she/they hath not encumbered the said land together with structures appurtenant thereto hereditament and premises in any way and hath full right and absolute authority and power to sell the same in the manner aforesaid and for any reason whatsoever if the **Purchasers** are dispossessed and/or deprived of full enjoyment of the said land together with structures appurtenant thereto hereditament and premises or any part or parcel thereof the **Vendors** shall and will indemnify the **Purchasers** entirely for the losses and damages to be suffered by it in respect of the said **LAND** together with structures appurtenant thereto hereditament and premises hereby sold.
- j. **AND THAT** the **Purchasers** herein shall be free clear and absolutely discharged saved harmless and kept indemnified against all estates, charges and encumbrances including but **NOT** limited to charges, liens, lis-pendens, liabilities, claims, demands, objections, mortgages, attachments, acquisitions, requisitions, alignments, vesting with the authorities, lease, license, tenancy, development agreement, easement, right of passage, exchange, trusts, Bargadars (Sharecroppers), Bhagchasi, adverse possession, debutter or any type of encumbrance



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whatsoever or howsoever created occasioned or made by the **Vendors** or any person or persons lawfully or equitably claiming as aforesaid:

- k. **AND FURTHER THAT** the **Vendors** doth hereby declare and confirm that he/she/they do not hold any excess vacant land within the meaning of West Bengal Land Reforms Act 1956 and also Urban Land (Ceiling & Regulation) Act 1976, both as amended up to date.
- l. **AND FURTHER THAT** the **Vendors** shall and will pay all outstanding Municipal District Board or Panchayat Tax and taxes Government Revenues and all other impositions whatsoever due and payable by the Vendors or any of his/her/their ancestors or predecessors-in-title up to the date of these presents.
- m. **AND** the **Vendors** have agreed to indemnify and keep the **Purchasers**, their respective successor and/or successors saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- n. **AND IT IS HEREBY FURTHER AGREED AND DECLARED** by and between the parties hereto that the **Vendors** covenant and assured the **Purchasers** that all title deeds, muniments, papers, documents and receipts in respect of the said **LAND** hereby conveyed to the **Purchasers** hereto and more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written shall remain in custody, control and power of the **Vendors** herein fully secured, saved harmless, unobliterated and un-defaced with the covenant for production, inspection maintenance and security and the **Purchasers** herein shall have the right and power to take inspection thereof or obtain extracts there from at its own costs and expenses at all times upon 48 hours prior notice in writing to the **Vendors** herein, and the **Vendors** shall produce the original of these Presents to all Courts of law, tribunal, arbitration, proceeding and other places at all times upon request and cost of the **Purchasers** herein upon 48 hours prior notice in writing.
- o. **AND THAT** the **Vendors** also declare and confirm that he/she/they are in khas and vacant possession of the said **Land** together with structures appurtenant thereto and no one else has any right or interest therein or on any part or portion thereof as occupant or otherwise.



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- p. **AND THAT** the **Vendors** herein declare and confirm that the said **LAND** (more fully and particularly mentioned and described in the **First Schedule** hereunder written) has got no claim whatsoever with any Government Body and/or statutory body and/or any agency under the Government.
- IV. **AND THE VENDORS** doth hereby assure and covenant with the **Purchasers** that in the event of there being any defect in Title and/or any claim from any third Party, or any of the representations is found to be incorrect or false, the **Vendors** shall cause such defect to be removed, remedied and have agreed to keep the **Purchasers** saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings arising out of such defect in title and/or misrepresentation;
- V. **AND THAT** the **Vendors** never held and do not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and/or the West Bengal Land Reforms Act as amended upto date **AND THAT** no certificate proceedings and/or notice or attachment is subsisting under the Income Tax Act, 1961 **AND THAT** no notice, which is or may be subsisting has been served on the **Vendors** for the acquisition or the said **LAND** or any part or portion thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or rules made or framed thereunder and the **Vendors** have no knowledge of issue of any of such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the said **LAND** or any part or portion thereof **AND THAT** no suit and/or proceeding is pending in any Court of law affecting the said **LAND** or any part or portion thereof nor the same has been lying attached under any writ or attachment of any Court or revenue Authority **AND FURTHER THAT** the **Vendors** and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said **LAND** or any part or portion thereof from through under or in trust for the **Vendors** shall and will from time to time and at all times hereafter at the request and costs of the **Purchasers** make do acknowledge and execute all such further and lawful acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said **LAND** and every part or portion thereof unto and to the use the **Purchasers** as shall or may be reasonably required.



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- VI. **AND THIS DEED FURTHER WITNESSETH** that the Purchasers shall be entitled to amalgamate and/or cause to be amalgamated the said Plots of Land and it is hereby further agreed and declared that the Purchasers have agreed to acquire the said **LAND** with the intent and object of undertaking integrated development thereof either by themselves or in conjunction with the other persons and/or persons owning the other contiguous plots of land on such terms and conditions as may be agreed upon between the Purchasers and the owners of the adjacent and/or contiguous plots of land.
- VII. **AND FURTHER THAT** Schedules and Plans annexed hereto form and constitute as an integral part of this Deed and while constructing and/or interpreting the meaning of this Deed the same shall be relied upon;
- VIII Simultaneously with the execution of this Deed of Conveyance the **Vendors** have made over to the **Purchasers** the actual, physical, vacant and peaceful possession of the said **LAND**;
- IX. **AND IT IS HERBY FURTHER AGREED AND DECLARED** by and between the parties hereto that the **Purchasers** [represented by their common Director as the Constituted Attorneys and/or Authorized Representatives of the **Vendors** are hereby authorized and shall be entitled:
1. To defend, manage and maintain the said **LAND** and to pursue the plan to be sanctioned by the Competent Authority;
 2. To cause the Building Plans to be revalidated/modified/alterd and to pay fees, costs, charges for such sanction / revalidation / modification / alteration of the Building Plans to be sanctioned by the Competent Authority.
 3. To appoint Architect or Architects, Engineers, Surveyors and to have surveyed and soil-tested of the said **LAND** as necessary and for that purpose to make all necessary correspondences with the authorities concerned.
 4. To sign, execute and submit all necessary papers, application, documents, statements, undertakings, declaration and map or plans as may be required for having the map/plan or plans in respect of the said **LAND** and also for sanction by the Competent Authority and/or any other Authority or Authorities having jurisdiction in this regard.



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5. To appear and represent before all the appropriate authority or authorities including the Municipality, Panchayat, Kolkata Metropolitan Development Authority, Kolkata Police, the Competent Authority under the Urban Land (Ceiling and Regulation) Act 1976, Block Land & Land Reforms Officer [B.L. & L.R.O.] or its Superior Authorities, District Magistrate/Collector in connection with the mutation of the said LAND, the sanction of the said plan of the said **LAND** and/or change in use and character of the said **LAND** in the Land Records of the Govt. of West Bengal;
6. To pay fees, obtain sanction and such other orders and permissions from the necessary Authorities as may be found expedient for sanction of the plan and other papers and documents as may be required by the necessary authorities.
7. To receive the excess amount of fees, if any paid for the sanction of the said plan/plans to the Authority or Authorities.
8. To utilize or shift or connect the existing utilities in the said Premises in such manner as the Attorneys may deem fit and proper.
9. To pay all rates, taxes, charges, expenses and other outgoings whatsoever for and on account of the said Premises or any part thereof (and similarly to receive excess payments receivable from concerned Authorities for and on account of the said **LAND** or any part thereof).
10. To appear and represent and sign on behalf of the **Vendors** before all Authorities including those under the Municipality for fixation and/or finalisation of the annual valuation of the said **LAND** and for that purpose to sign, execute, register and submit necessary papers and documents and to do all such other acts, deeds and things as the said Attorney may deem fit and proper.
11. To file and submit all necessary declarations, statements, applications and/or returns to the necessary Authority or Authorities in connection with the matters herein contained in respect of the Said Premises and obtaining sanction plan.
12. For all or any of the purposes hereinbefore stated and to appear and represent us before all the Authorities having jurisdiction and to sign, execute and submit all necessary papers and documents.



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27 JAN 2010

13. To obtain necessary clearance from respective Authorities namely Kolkata Improvement Trust, C.M.D.A., Metro Railway or any other statutory authority or authorities which may be found to be required for the purpose of applying and/or obtaining sanction plan from the KMC in respect of the said Premises and to do all other things ancillary thereto.
14. To prepare and sign all necessary Deed of Declaration which may be required for the purpose of registration and for submission of the same before the Kolkata Improvement Trust, C.M.D.A. or any other statutory authority or authorities and also to sign necessary affidavit.
15. And to pay all fees, charges, cost and expenses in the matter as aforesaid and all other matters concerning and arising out of the said Premises.
16. To obtain mutation of the said Premises in the records of the KMC and the office of the B.L. & L.R.O. or any other authority and for this purpose sign and execute all applications, declarations, undertakings, affidavits, statements and all other necessary papers and documents as may be required and file the same and follow up and represent us for obtaining suitable orders and obtaining the necessary orders;
17. To obtain change in use and character of the land contained in the said Premises from the Office of the B.L.& L.R.O. and/or any other competent authority and for this purpose sign and execute all applications, declarations, undertakings, affidavits, statements and all other necessary papers and documents as may be required and file the same and follow up and represent us for obtaining suitable orders and obtaining the necessary orders;
18. To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Vendors could do in person.
19. To substitute and appoint from time to time, one or more Attorney, under the Attorney, with the same or limited powers and to cancel/withdraw such appointment at will.



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THE FIRST SCHEDULE ABOVE REFERRED TO
(said LAND)

ALL THAT piece or parcel of Bastu land measuring 16.125 [sixteen point one two five] Decimal, be the same a little more or less, having 'Rayati' rights therein comprised in part or portion of **R. S. Dag No. 486** and appertaining to L. R. Khatian No. 1088, 1089 and 1090 **TOGETHER WITH** two RT Shed measuring in aggregate 400 Square Feet, in **Mouza - Mahishbathan**, J.L. No. 18, Police Station Bidhannagar [East], within the limits of Bidhannagar Municipality, Additional District Sub-Registration Office, Bidhannagar and District Registration Office at Barasat, 24 Parganas (North), **OR HOWSOEVER OTHERWISE** the said **LAND** or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished and more clearly shown and delineated in the map or plan annexed hereto and thereon bordered **RED** which is butted and bounded in the manner following :-

ON THE NORTH	:	By Major Arterial Road
ON THE EAST	:	By Dag No. 487 & 494
ON THE SOUTH	:	By Dag No. 495
ON THE WEST	:	By Dag No. 482

THE SECOND SCHEDULE ABOVE REFERRED TO
(ABSTRACT ON TITLE)

The **Vendors** have acquired the title in respect of the said **LAND** in the manner following:-

1. Ramapada Laskar and Shiburam Laskar were fully seized and possessed of or otherwise well and sufficiently entitled to the property measuring an area of 21.500 Decimal out of total 58 Decimal comprised in R. S. Dag No. 486 under Khatian No. 303 and 331 in Mouza - Mahishbathan, J. L. No. 18, P.S.: Rajarhat now Bidhannagar [East], in the Dist.: 24 - Parganas [North] having been recorded as Rayat in the Record of Rights;
2. By a Deed of Conveyance dated 8th November, 2004 duly registered with the Office of the DSR Barasat in Book No. I, Volume No. I, Pages 1 to 22 under Being No. 05568 for the year 2004 the said Ramapada Laskar and Shiburam Laskar sold conveyed and transferred in favour of Vendor Nos. 1 to 3 herein and Santanu Chatterjee 21.500 Decimal land in Dag No. 486, under Khatian No. 303 and 331 in Mouza - Mahishbathan, J. L. No. 18, P.S.: Rajarhat now Bidhannagar [East], in the Dist.: 24 - Parganas [North];



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3. The Vendors thereafter got their names mutated in the records of the BLLRO under Khatian No. 1088, 1089 and 1090 as owners of the said Land;
4. Thus the said Vendor Nos. 1 to 3 herein acquired the title in respect of the said property and are fully seized and possessed of the same and well and sufficiently entitled to the same;
5. Afterwards the Vendors duly applied to the Office of the B. L. & L. R. O. and obtained suitable order of conversion in the nature and character of the said Land into Bastu Land;



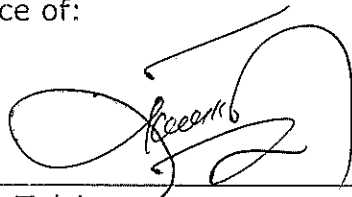
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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

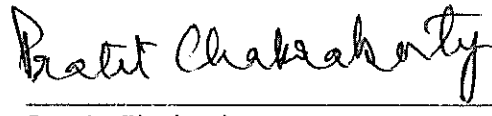
by the above named **VENDORS** in the presence of:

1. 
Arun Tulshan
Son of Late Kishan Lal Tulshan
Flat 4D 4th Floor FORT MYSORE
2 Prince Anwar Shah Road
Kolkata - 700 033

Kusum Murdhara.

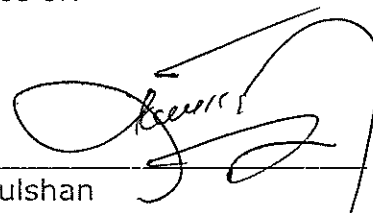
Anand Aggarwal.

Kishan Puronit

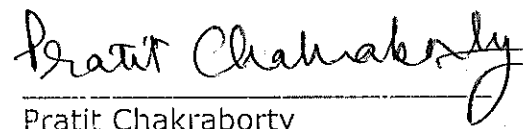
2. 
Pratit Chakraborty
Working for gain at
83 Topsia Road South
Kolkata - 700 046

SIGNED, SEALED AND DELIVERED

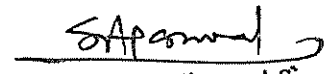
by the above named **PURCHASERS** in the presence of:

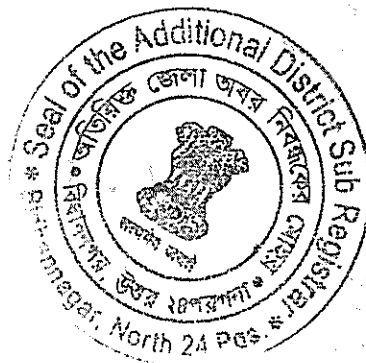
1. 
Arun Tulshan
Son of Late Kishan Lal Tulshan
Flat 4D 4th Floor FORT MYSORE
2 Prince Anwar Shah Road
Kolkata - 700 033

For SPANDAN ENCLAVE PVT LTD.
Radhe Shyam Pancharia
(AUTHORISED SIGNATORY)
(RADHE SHYAM PANCHARIA)

2. 
Pratit Chakraborty
Working for gain at
83 Topsia Road South
Kolkata - 700 046

BALAJI GETAILERS PVT LTD


Director/Authorised Signatory



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RECEIVED of and from the within named Purchasers the within mentioned sum of **Rs.29,66,666/- (Rupees Twenty Nine Lacs Sixty Six Thousand Six Hundred Sixty Six only)** towards the within mentioned consideration for sale and transfer of the said LAND as per MEMO OF CONSIDERATION hereinbelow:

MEMO OF CONSIDERATION

Sl.	Date	Cheque No.	Issued by [Purchaser]	Favouring	Bank	Amount
1	27.01.2010	843836	Spandan Enclave Pvt. Ltd.	Kusum Mundra	Indian Bank	4,87,777/-
2	27.01.2010	843837	Do	Anand Agarwal	-do-	4,87,777/-
3	27.01.2010	843838	Do	Kishan Purohit	-do-	4,87,778/-
4	25.01.2010	746818	Balaji Retailers Pvt. Ltd.	Kusum Mundra	Punjab & Sind Bank Limited	4,87,778/-
5	25.01.2010	746819	-do-	Anand Agarwal	-do-	4,87,777/-
6	25.01.2010	746820	-do-	Kishan Purohit	-do-	4,87,778/-
						29,66,666/-

Rs.29,66,666/- (Rupees Twenty Nine Lacs Sixty Six Thousand Six Hundred Sixty Six only)

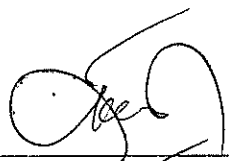
Kusum Mundra.
Vendor No. 1

Anand Agarwal.
Vendor No. 2

Kishan Purohit
Vendor No. 3

Witnesses:

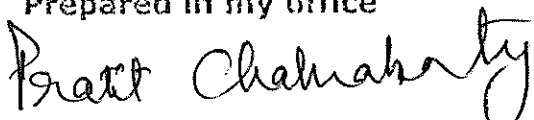
1.


Arun Tulshan
Son of Late Kishan Lal Tulshan
Flat 4D 4th Floor FORT MYSORE
2 Prince Anwar Shah Road
Kolkata - 700 033

2.


Pratit Chakraborty
Working for gain at
83 Topsia Road South
Kolkata - 700 046

Prepared in my office



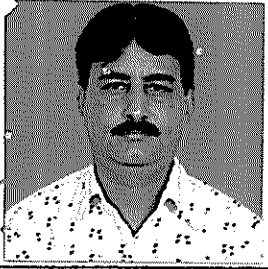

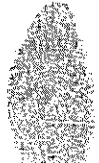








Advocate

Alipore Police Court, Kot 27.














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Bidhan Nagar (Salt Lake City)












27 JAN 2010

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	left hand					
	right hand					












Name RADHE SHYAM PANCHARIA
 Signature Radhe Shyam Pancharia

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	left hand					
	right hand					

Name SUNIL AGARWAL
 Signature Sunil Agarwal

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name KUSUM MUNDRA
 Signature Kusum Mundra

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name ANAND AGARWAL
 Signature Anand Agarwal



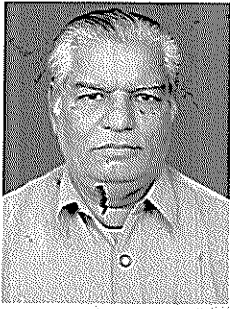










Add District Sub-Registrar
Bidhan Nagar (Salt Lake City)

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PHOTO	left hand					
	right hand					

Name

Signature

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name KISHAN PUROHIT.

Signature Kishan Purohit

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name

Signature

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name

Signature



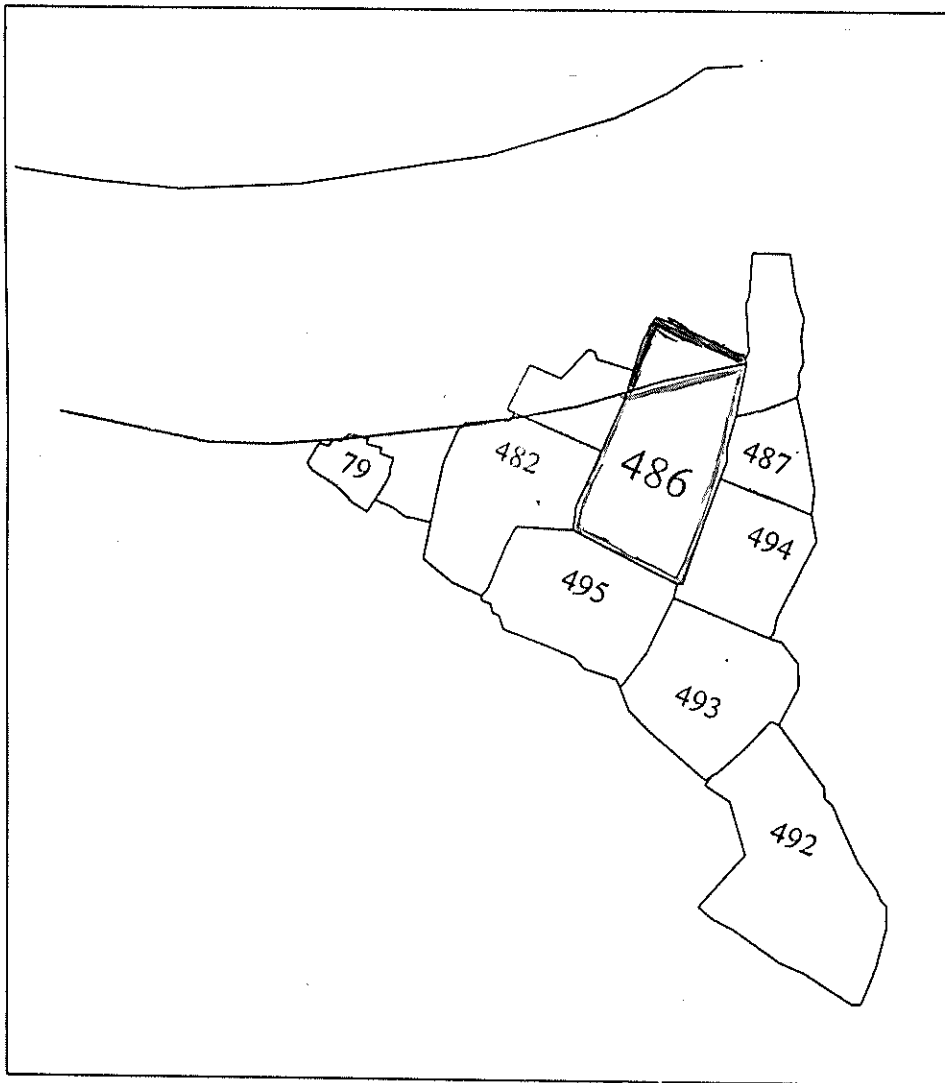
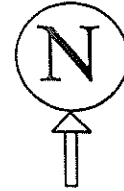
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Addl. District Sub-Registrar
Bidhan Nagar (Salt Lake City)
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Site Plan For L.R.Dag no. 486

Mouza Mahishbathan, J.L. No. 18, Khatian No.- 1088,1089 & 1090
Police Station - Bidhan Nagar (East), District North 24 Parganas

Area Sold - 16.125 decimals



FOR SPANDAN ENCLAVE (P) LTD.

Radhu Sujin Panerani

Director/Authorised Signatory

BALAJI RETAILERS PVT. LTD.

Shyamprasad
Director/Authorised Signatory

Kusum Mondhra

Kishan Purkait

Anand Agrawal



Addl. District Sub-Registrar
Bidhan Nagar (Salt Lake City)

27 JAN 2010



Government Of West Bengal
Office Of the A. D. S. R. BIDHAN NAGAR
District:-North 24-Parganas

Endorsement For Deed Number : I - 00777 of 2010
(Serial No. 00680 of 2010)

On 27/01/2010

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 20.35 hrs on :27/01/2010, at the Private residence by Radhe Shyam Pancharia, one of the Claimants.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 27/01/2010 by

1. Kusum Mundra, wife of Shyam Sunder Mundra , C F- 300, Salt Lake City Kolkata , Thana -,Pin 700064, By Caste Hindu, By Profession : Others
2. Anand Agarwal, son of Kunjalal Agarwal , 4 E, B L- I, Bhavani Complex, Ghoshpara, Kestopur North 24 Pgs , Thana -,Pin -, By Caste Hindu, By Profession : Others
3. Kishan Purohit, son of Lt. Jamuna Das Purohit , 66, Pathuriaghat St. Kolkata , Thana -,Pin 700007, By Caste Hindu, By Profession : Others
4. Radhe Shyam Pancharia, Authorised Signatory, Spandan Enclave Pvt. Ltd., 12 C, Pandit Madan Mohan, Sarani,, Kol- 20, By Profession : Others
5. Sunil Agarwal, Authorised Signatory, Balaji Retailers Pvt. Ltd., 10/4 B, Lala Lajpath Rai, Sarani,, Kol- 20, By Profession : Others

Identified By Aditya Mundhra, son of Shyam Sunder Mundhra, C F- 300, Salt Lake City, Kol- ,Pin 64,Thana: -, By Caste: Hindu, By Profession: Business.

(Rajendra Prasad Upadhyay)
 ADDITIONAL DISTRICT SUB-REGISTRAR

On 29/01/2010

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,4 of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 50677/- ,E = 14/- on 29/01/2010

Certificate of Market Value(WB PUVI rules of 2001)

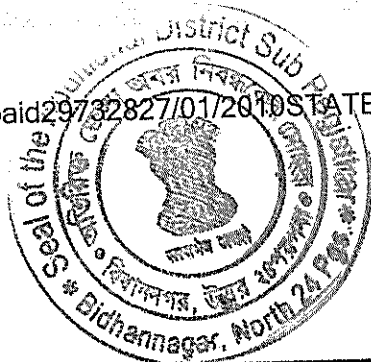
Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-4607285/-

Certified that the required stamp duty of this document is Rs.- 322530 /- and the Stamp duty paid as: Impresive Rs.- 500/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 161050/- is paid 29/01/2010 STATE BANK OF INDIA, Gokhale Rd. Cal, received on 29/01/2010



(Rajendra Prasad Upadhyay)
 ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

29/01/2010 19:10:00

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 Bidhan Nagar (Salt Lake City)

29 JAN 2010

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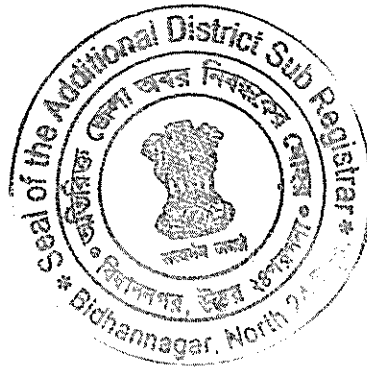


Government Of West Bengal
Office Of the A. D. S. R. BIDHAN NAGAR
District:-North 24-Parganas

Endorsement For Deed Number : I - 00777 of 2010
(Serial No. 00680 of 2010)

2. Rs. 161050/- is paid 17972327/01/2010 STATE BANK OF INDIA, Bhowaniore Cal., received on 29/01/2010

(Rajendra Prasad Upadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR



(Rajendra Prasad Upadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR

29/01/2010 19:10:00

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Bidhan Nagar (Salt Lake City)

29 JAN 2010


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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 2
Page from 2316 to 2342
being No 00777 for the year 2010.




(Rajendra Prasad Upadhyay) 01-February-2010
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BIDHAN NAGAR
West Bengal



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